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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 24-13715-amc

Joseph R. Bouska Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: May 02, 2025 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 04, 2025:

Recipi ID Recipient Name and Address

db + Joseph R. Bouska, 1016 Mulberry Street, Chester Springs, PA 19425-1733

TOTAL: 1

 $Notice \ by \ electronic \ transmission \ was \ sent \ to \ the \ following \ persons/entities \ by \ the \ Bankruptcy \ Noticing \ Center.$ 

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

#### **BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

#### NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 04, 2025 Signature: /s/Gustava Winters

#### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 2, 2025 at the address(es) listed below:

Name Email Address

DENISE ELIZABETH CARLON

on behalf of Creditor PNC BANK NATIONAL ASSOCIATION bkgroup@kmllawgroup.com

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

KENNETH E. WEST

on behalf of Trustee KENNETH E. WEST ecfemails@ph13trustee.com philaecf@gmail.com

MICHELLE J. CUNNINGHAM

on behalf of Creditor Michelle J Cunningham Pickering Meadows Community Association mcunningham@marcushoffman.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

ZACHARY PERLICK

on behalf of Debtor Joseph R. Bouska Perlick@verizon.net

pireland1@verizon.net;esquire.zacharyp.b123075@notify.bestcase.com

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TOTAL: 6

### IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CHAPTER 13 Joseph R. Bouska aka Joe Bouska Debtor(s) PNC BANK, NATIONAL ASSOCIATION Moving Party NO. 24-13715 AMC VS. Joseph R. Bouska aka Joe Bouska Debtor(s) 11 U.S.C. Section 362 Kenneth E. West Trustee

#### **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

As of April 1, 2025, the post-petition arrearage on the mortgage held by Movant on Debtor's residence is \$25,436.80, which is itemized as follows:

Post-Petition Payments:

November 2024 through April 2025 at \$3,981.30 each

Fees & Costs Relating to Motion: \$1,549.00

\$25,436.80 **Total Post-Petition Arrears:** 

- Debtor and Movant agree to resolve the pending Motion for Relief, filed by Movant 2. on March 21, 2025, in the following manner:
- a). By October 15, 2025, Debtor shall complete a sale of the property located at 1016 Mulberry Street, Chester Springs, PA 19425, and proceeds from that sale will pay Movant's claim in full, plus any accrued post-petition fees and costs, subject to a current payoff figure.
- b). Beginning with the payment due May 2025 and continuing thereafter, until the sale of the property is complete, Debtor shall pay to Movant the present regular monthly mortgage payment of \$3,981.30 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).
- Should Debtor provide sufficient proof of payments made, but not credited (front & 3. back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
  - Movant does not waive any rights with regard to post-petition arrears. 4.
- In the event the sale is not completed or the payments are not tendered under 5. Section 2 above pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's

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attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

- 6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
  - The parties agree that a facsimile signature shall be considered an original signature.

Date: April 11, 2025	/s/ Denise Carlon Denise Carlon, Esq. Attorney for Movant	
Date: 4-16-25	Zachary Perlick, Esq. Attorney for Debtor	
Date: 4/22/2025	/s/Jack K. Miller, Esquire for Kenneth E. West Chapter 13 Trustee	I have no objection to its terms, without prejudice to any of our rights and remedies
Approved by the Court this <b>2nd</b> day of retains discretion regarding entry of any furt		he court